



## **Australian Billiards & Snooker Council Limited.**

**By Laws as at 6 April 2021**

### **1. IBSF or World Bodies**

#### Player and/or Officials Suspensions or Bans.

- 1.1. In line with the ABSC Constitution, and for the overall credibility and integrity of our sport Australia wide, it is agreed that the ABSC will recognise all serious disciplinary actions against all players and officials that are announced by the IBSF and the OBSF.
- 1.2. These shall include such disciplinary actions as bringing the sport into disrepute, positive drug testing, etc. If the seriousness of the disciplinary action results in a suspension or ban on the player or official, then the **same period of suspension or ban** will be recognised by the ABSC and its State Affiliates.

#### Appeals.

- 1.3. Appeals against a Suspension or Ban instigated by an offshore executive body, such as the OBSF or the IBSF, are not recognised by the ABSC or any of its affiliates until they are resolved by the relevant appeal body.

### **2. ABSC Affiliates**

#### Player and/or Officials Suspensions or Bans.

- 2.1. In line with the ABSC Constitution, and for the overall credibility and integrity of our sport Australia wide, it is agreed that the ABSC will recognise all serious disciplinary actions against all players and officials that are announced by the State Affiliates of the ABSC.
- 2.2. These shall include such disciplinary actions as bringing the sport into disrepute, positive drug testing, etc. If the seriousness of the disciplinary action results in a suspension or ban on the player or official, then the same period of suspension or ban will be recognised by the ABSC and all its State Affiliates.

#### Appeals.

- 2.3. Appeals against a Suspension or Ban instigated by any ABSC Affiliate or the ABSC itself, may be made by any Player or Official of any State Affiliate. Such an appeal is subject to the Member Protection Policy of that State Affiliate and/or the ABSC.
- 2.4. Appeals must be made in writing to the Secretary of the ABSC within 28 days of the date of the Suspension or Ban decision. The Suspension or Ban will not be imposed until the appeal has been heard and concluded, provided the appeal is lodged within the 28 day timeframe.

- 2.5. If an appeal is lodged after the date the Suspension or Ban comes into effect, even if it falls within the 28 day timeframe, then it may still be heard, but the Suspension or Ban will be recognised by the ABSC until it is proved that it was imposed with malicious intent or the facts do not merit the imposition of a Suspension or Ban.

### **3. Substantiation for Claims of Expenditure**

- 3.1. All claims for expenditure made on behalf of the ABSC must be supported by the original Tax Invoice for the goods or services relevant to that claim.
- 3.2. Under no circumstances will credit card statements be acceptable as substantiation of a debt incurred on behalf of the ABSC without the original Tax Invoice.

### **4. Claims for Expenditure**

- 4.1. Any expenditure incurred on behalf of the ABSC, for whatsoever the reason, must be claimed within a maximum of 6 months of being expended.
- 4.2. After this time the debt incurred will not be accepted by the ABSC as valid.

### **5. Entry to ABSC Events**

- 5.1. If a person seeks to circumvent the integrity of the entry criteria to an ABSC event then such person will be excluded from that event and be subject to disciplinary action by the ABSC.

### **6. Offences at ABSC events**

- 6.1. Players or Officials committing offences during play at an ABSC event will be subject to Disciplinary action from the ABSC. They may also be reported to the State Affiliate where action may be taken against that Player or Official. The venue, if a Club may decide to impose a ban against a Player or Official and such a ban will be supported by the ABSC for that venue.

### **7. Australian Representation**

- 7.1. Any player selected to represent Australia must comply with the Selection Criteria as laid down by the ABSC. The player must enter into an agreement with the ABSC; which will become a contract between the two parties. The player must sign that agreement prior to any financial support being rendered to that player. Failure to fulfil the conditions stipulated in the agreement to the satisfaction of the ABSC will require the selected player to refund all financial support that may have been provided by the ABSC. The player in addition may also be subject to Disciplinary action from the ABSC if the transgression is deemed to be of such a serious nature.

### **8. Proof of Eligibility for Entry in ABSC National Championships**

- 8.1. All players, on request, must provide proof of their Citizenship or Permanent Residency of Australia.
- 8.2. The only documents that are acceptable as proof of status are copies of Passports or Certificates of Citizenship or Permanent Residency.

- 8.3. Failure to comply with this request will result in the exclusion of that player from that Championship and all other National Championships until such documentation is provided.

## **9. Overseas Support**

- 9.1. The ABSC raises funds to financially support Australian Representatives overseas through the collection of sanction fees from its State Affiliates and through fund raising and sponsorships of various kinds.
- 9.2. The Board will within 14 days of an Australian Player travelling overseas and receiving support publish a statement on the ABSC website detailing:-
- 9.2.1. the player who received funding;
  - 9.2.2. the competition that was attended;
  - 9.2.3. the amount of the funding; and
  - 9.2.4. the source of the funds;
- 9.3. The ABSC will ensure that its annual accounts include a note to the accounts which separately details for each funded trip by an Australian Player:-
- 9.3.1. the player who received funding;
  - 9.3.2. the competition that was attended;
  - 9.3.3. the amount of the funding; and
  - 9.3.4. the source of the funds.
  - 9.3.5.

## **10. Affiliated Bodies**

- 10.1. The ABSC may admit any other Australian cue sports body as a non-voting affiliated member.
- 10.2. The affiliated member will pay application such fee, if any, as the Board may determine.
- 10.3. The affiliated member will pay such annual membership fee, if any, as the Board may determine.
- 10.4. The affiliated member will ensure that, within one month of acceptance as an affiliated member, it implements a member protection body which is consistent with the ABSC's member protection policy.
- 10.5. The affiliated member will be responsible for its own:-
- 10.5.1. Public liability insurance;
  - 10.5.2. Directors and officers insurance;
  - 10.5.3. Tournaments; and
  - 10.5.4. Complaints procedures
- 10.6. Affiliated membership can be terminated by the ABSC or the affiliated member on one month's notice in writing.

## **11. Subcommittees**

- 11.1. The President may attend at any Subcommittee meeting in an ex

officio capacity.

11.2. The President may vote at any Subcommittee meeting